

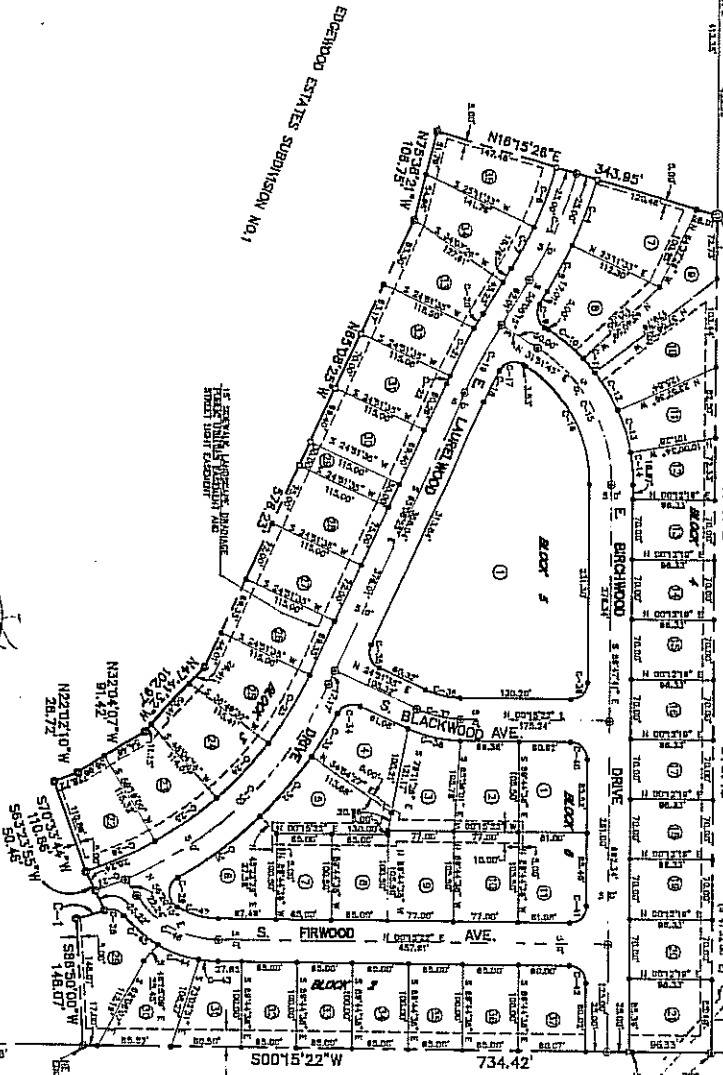
EDGEWOOD ESTATES SUBDIVISION NO. 2

A RESUBDIVISION OF PORTIONS OF LOTS 2, 3 & 4, PATTERSON'S SUBDIVISION

LOCATED IN
THE S 1/2 OF THE SW 1/4,
SECTION 10, T.4N., R.1E., B.M.,
EAGLE, ADA COUNTY, IDAHO
1994

• HUBBLE ENGINEERING, INC. •
BOISE, IDAHO

REAL POINT OF BEGINNING (INITIAL POINT)
FOR CORNER OF SECTION 10, T.4N., R.1E., B.M.,
SUBDIVISION NO. 1



- NOTES:
- 1) HUBBLE ENGINEERING, INC. SHALL BE IN ACCORDANCE WITH THE CITY OF BOISE ORDINANCES AND REGULATIONS AT THE TIME OF DESIGN OF THE SUBDIVISION.
 - 2) THE SUBDIVISION SHALL BE SUBJECT TO THE CITY OF BOISE ORDINANCES AND REGULATIONS.
 - 3) THE SUBDIVISION SHALL BE SUBJECT TO THE CITY OF BOISE ORDINANCES AND REGULATIONS.
 - 4) THE SUBDIVISION SHALL BE SUBJECT TO THE CITY OF BOISE ORDINANCES AND REGULATIONS.
 - 5) THE SUBDIVISION SHALL BE SUBJECT TO THE CITY OF BOISE ORDINANCES AND REGULATIONS.
 - 6) THE SUBDIVISION SHALL BE SUBJECT TO THE CITY OF BOISE ORDINANCES AND REGULATIONS.
 - 7) THE SUBDIVISION SHALL BE SUBJECT TO THE CITY OF BOISE ORDINANCES AND REGULATIONS.
 - 8) THE SUBDIVISION SHALL BE SUBJECT TO THE CITY OF BOISE ORDINANCES AND REGULATIONS.
 - 9) THE SUBDIVISION SHALL BE SUBJECT TO THE CITY OF BOISE ORDINANCES AND REGULATIONS.
 - 10) THE SUBDIVISION SHALL BE SUBJECT TO THE CITY OF BOISE ORDINANCES AND REGULATIONS.



LEGEND

- FOUND BRASS CAP
- SET 1/2" x 3/4" ROAD PIN W/ PLASTIC CAP
- SET 1/2" x 3/4" ROAD PIN W/ PLASTIC CAP
- FOUND 5/8" IRON PIN W/ PLASTIC CAP
- CALCULATED POINT
- LOT NUMBER
- PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- CENTRALLINE
- LOT LINE
- PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EXCEPT FOR ROAD PROPERTY LINE EXCEPT AS NOTED.

CURVE DATA

CURVE NO.	CHORD BEARING	CHORD DIST.	ANGLE	LENGTH	STARTING POINT	ENDING POINT	AREA
C-1	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-2	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-3	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-4	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-5	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-6	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-7	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-8	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-9	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-10	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-11	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-12	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-13	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-14	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-15	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-16	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-17	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-18	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-19	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-20	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-21	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-22	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-23	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-24	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-25	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-26	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-27	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-28	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-29	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-30	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-31	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-32	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-33	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-34	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-35	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-36	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-37	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-38	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-39	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-40	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-41	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-42	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-43	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-44	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-45	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-46	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00
C-47	N 89° 15' 10" W	100.00	90.00	100.00	100.00	100.00	0.00

DEVELOPER:
RAY L. LESLIE AND/OR JANIS F. MOORE JR
AFROS, CALIFORNIA

SHEET 1 OF 2

BK 74 PG 7681

EDGEWOOD ESTATES SUBDIVISION NO. 3

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT EMERALD ENTERPRISES, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A RESUBDIVISION OF PORTIONS OF LOTS 4 AND 5 OF PATTERSON'S SUBDIVISION, AS SAME IS RECORDED IN BOOK 6 OF PLATS AT PAGE 241, RECORD 200, COUNTY OF ADAMS, IDAHO, AND LYING IN THE SW/4 OF SECTION 10, T.4N., R.1E., B.1M., EAGLE, ADA COUNTY, IDAHO. MORE PARTICULARLY AS FOLLOWS: COMMENCING AT THE CORNER COMMON TO SECTIONS 15, 16, 9 AND THE SAID SECTION 10, FROM WHICH THE 71' CORNER IS RECORDED AS FOLLOWS: COMMENCING AT THE CORNER COMMON TO SECTIONS 9 AND 10 TO BEARS NORTH 00°49'13" EAST, 2634.38 FEET; THENCE SOUTH 80°41'18" EAST, 30.00 FEET TO THE DE. SAID SECTION 9 AND TO BEARS NORTH 00°49'13" EAST, 2634.38 89°41'18" WEST, 5.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY BEGINNING (INITIAL POINT), THENCE NORTH 00°49'13" EAST, 245.48 FEET TO A POINT; THENCE SOUTH 87°41'18" EAST, 123.74 FEET TO A POINT; THENCE NORTH 00°49'13" EAST, 140.53 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAGEWOOD ESTATES SUBDIVISION NO. 1 AS SAME IS RECORDED IN BOOK 83 OF PLATS AT PAGES 6302 AND 6363, RECORD 200, COUNTY OF ADAMS, IDAHO. TO THE SAID BOUNDARY SOUTH 65°00'25" EAST, 466.78 FEET TO A POINT; THENCE NORTH 89°41'18" WEST, 5.00 FEET TO THE RIGHT HAVING A RADIUS OF 102.83 FEET, A CENTRAL ANGLE OF 64°03'11" AND A LONG CHORD BEARING SOUTH 33°06'50" EAST, 100.00 FEET TO A POINT; THENCE SOUTH 100°51'4" EAST, 101.10 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 10; 100.00 FEET TO A POINT; THENCE SOUTH 100°51'4" EAST, 101.10 FEET TO THE POINT OF BEGINNING, CONTAINING 4.88 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC RIGHTS IN THE SAID PROPERTY AS SHOWN ON THIS PLAT ARE NOT UNITED TO THE PUBLIC, HOWEVER THE RIGHTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT. NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT SHALL BE SUPPLIED WITH WATER SERVICE FROM AN EXISTING EAGLE WATER COMPANY MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND THE EAGLE WATER COMPANY HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

LAWRENCE C. LARAWAY, PRESIDENT
EMERALD ENTERPRISES, INC.

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 15th DAY OF November, 1997, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID STATE, PERSONALLY APPEARED LAWRENCE C. LARAWAY, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF EMERALD ENTERPRISES, INC., AN IDAHO CORPORATION, THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



REBECCA A. BAKER
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO
9 29 99
MY TERM EXPIRES

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF ADA } S.S.

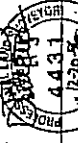
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Emerald Enterprises, Inc. ON THIS 15 DAY OF November, 1997 IN BOOK 24 OF PLATS AT PAGES 7680 AND 7681. INSTRUMENT NO. 9720-5324

J. S. [Signature]
COUNTY RECORDER

J. S. [Signature]
COUNTY RECORDER
\$ 11.00

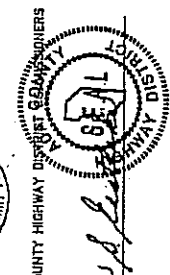
CERTIFICATE OF SURVEYOR

I, D. TERRY PEUGH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



D. TERRY PEUGH
IDAHO NO. 4431

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT BOARD



THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT BOARD MEMBERS ON THE 28 DAY OF MAY, 1997

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REVIEWED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE COUNTY HEALTH DEPARTMENT APPROVAL



ADA COUNTY HEALTH DEPARTMENT
APPROVED
6/6/97

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.



APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 9 DAY OF November, 1997, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Acting City Clerk
4/16/97

CERTIFICATE OF COUNTY SURVEYOR

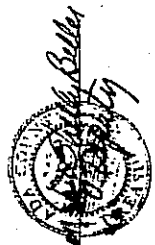
I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



8-14-97
DATE

J. S. [Signature]
COUNTY RECORDER

ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDER

[Signature]
75

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EDGEWOOD ESTATES SUBDIVISION

'93 SEP 23 AM 10 32

THIS DECLARATION is made on the date hereinafter set forth by the undersigned, RON D. LESLIE and JAMES F. MOORE, JR., hereinafter referred to as "Declarants."

1607000363

WHEREAS, Declarants are the owners of certain real property in the City of Eagle, County of Ada, State of Idaho, hereinafter referred to as "Property," more particularly described as follows:

Edgewood Estates Subdivision Lots 2, 3, 4, and 5 of Patterson's Subdivision, according to the official plat thereof recorded in Book 6 of Plats, page 251, Records of Ada County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 9, 10, 15 and 16, T. 4 N., R. 1 E., B.M., Ada County, Idaho; from which the quarter corner common to Sections 9 and 10 bears North 00 49'13" East, 2,634.36 feet;

thence South 89 41'19" East, 25.00 feet to the Southwest corner of Lot 5 of Patterson's Subdivision and the REAL POINT OF BEGINNING;

thence North 00 16'31" East along the Westerly boundary of Lots 2, 3, 4, and 5 of said Patterson's Subdivision, 1,072.66 feet to the Northwest corner of Lot 2 of Patterson's Subdivision;

thence South 89 47'41" East along the Northerly boundary of Lot 2, 1,375.04 feet to the Northeast corner of said Lot 2;

thence South 00 15'22" West along the Easterly boundary of said Lots 2, 3, 4, and 5, 1,075.21 feet to the Southeast corner of Lot 5;

thence North 89 41'19" West along the section line and the South boundary of Patterson's Subdivision, 1,375.40 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel: Commencing at the corner common to Sections 9, 10, 15, and 16, T. 4 N., R. 1 E., B.M., Ada County, Idaho;

thence South 89 41'19" East, 25.00 feet to the Southwest corner of Lot 5 of Patterson's Subdivision;

thence North 00 16'31" East, 245.50 feet to the REAL POINT OF

BEGINNING;

thence continuing North 00 16'31" East, 236.76 feet to a point on the Northerly right-of-way of Drainage Ditch No. 15;

thence South 87 40'45" East along said Northerly right-of-way 186.64 feet to a point;

thence 23.54 feet along a curve to the right, having a radius of 339.23 feet, a central angle of 3 58'37", and a long chord which bears South 85 41'27" East, 23.54 feet to a point;

thence departing said Northerly right-of-way South 00 16'31" West, 228.57 feet to a point;

thence North 89 41'19" West, 210.00 feet to the Point of Beginning.

Containing an area of 32.78 acres, more or less.

NOW, THEREFORE, Declarants hereby declare that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations protecting the value, desirability and attractiveness of said property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them, and also that these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon future owners of said property or any interest therein.

The Declarants, for each lot owned within Subdivision, hereby covenant and each owner of any lot by acceptance of a deed therefor, whether or not expressed in such deed, is deemed to covenant and agree to abide by the terms, conditions, restrictions and covenants set forth in this Declaration.

ARTICLE I

Definitions

Whenever used in this Declaration, the following terms shall have the following meanings:

1.1 "Association" shall mean and refer to Edgewood Estates Subdivision Homeowners Association, Inc., an Idaho non-profit corporation, its successors and assigns.

1.2 "Building Lot" or "Lot" shall mean and refer to a lot, or to any parcel of said property under one ownership which consists of a portion of one of such lots, or contiguous portions of two or more contiguous lots, whether or not a building is

constructed thereon.

1.3 "Committee" shall mean the Architectural Control Committee described herein.

1.4 "Common Area" shall mean all real property, including improvements thereto, owned by the Association for the common use and enjoyment of the owners, and, where indicated herein, for the benefit of the public. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 1 - Block 1 (island)
 Lot 1 - Block 2 (Edgewood)
 Lot 13 - Block 2
 Lot 28 - Block 2 (path east)
 Lot 11 - Block 3
 Lot 29 - Block 3
 Lot 1 - Block 4
 & 9 - Block 4
 Lot 1 - Block 5 (park)
 Lot 1 - Block 7
 Lot 1 - Block 8 (island)

1.5 "Declarants" shall mean and refer to Ron D. Leslie and James F. Moore, Jr., their successors and assigns.

1.6 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the property as recorded in the office of the Ada County Recorder of Edgewood Estates Subdivision.

1.7 "Mortgage" shall mean and refer to any mortgage or deed of trust and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and "Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

1.8 "Member" shall mean and refer to those persons entitled to membership as provided in Article IX, paragraph 9.2 on page 13 of these Declarations.

1.9 "Outbuilding" shall mean an enclosed covered structure not directly attached to the dwelling which it serves.

1.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.11 "Plat" shall mean the recorded plat of Edgewood Estates

Subdivision.

1.12 "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described.

1.13 "Setback" shall mean the minimum distance between the dwelling unit or other structure referred to and a given street or road or lot line.

1.14 "Street" shall mean any street, drive, boulevard, road, land, way, terrace or court as shown on the plat of Subdivision.

1.15 "Subdivision" shall mean Edgewood Estates Subdivision.

ARTICLE II

Property Use Restrictions

The following restrictions shall be applicable to the Property and shall be for the benefit of and limitations upon all present and future owners of said Property or of any interest therein:

2.1 Land Use and Building Type. No lot shall be used except for single family residential purposes, and no lot or the Common Area shall be used for the conduct of any trade or business or professional activity. All lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes, and regulations. Residents living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage, or other domestic bond, shall be a "single family" for the purpose of defining a single family residence.

2.2 Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder, or lending institution or the Declarants to advertise the property during the construction and sales period.

2.3 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and provided that the keeper of such pets complies with all city and county laws, rules and regulations. No dog, cat or other household pet may be kept which unreasonably bothers or constitutes a nuisance to other owners of other lots. No dog runs or kennels shall be permitted to be kept or placed within five (5) feet of the property line of any lot, or within five (5) feet of a setback line, where applicable. Dog runs or kennels shall only be permitted to be placed and maintained to the rear of dwelling and in no event shall such structures be visible from a street.

2.4 Street Lights. The Declarants will install street lights in accordance with the City of Eagle's Specifications and Standards. After installation and acceptance by the Public Works Department, all such street lights shall become the property of the City of Eagle. Said street lights shall be constructed in, and be subject to, the permanent utilities, drainage and irrigation easement over the outer ten (10) feet of each lot that is adjacent to and parallel with any street in said subdivision, for the benefit of the City of Eagle for the purpose of installing and maintaining the City-owned street light fixtures, conduit and wiring.

2.5 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, mobile home, camper-truck or other similar vehicle shall at any time be used as a residence, either temporarily or permanently on any part of said property.

2.6 Motor Homes and Recreational Vehicles. Parking of boats, snow mobiles (on or off trailers), trailers, motor homes, motorcycles, trucks, truck-campers, any recreational vehicles and like equipment, or junk cars or other unsightly vehicles shall not be allowed on any part of said property nor on public ways or streets adjacent thereto, excepting only within the confines of an enclosed garage, and no portion of the same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Control Committee. All other parking of like equipment shall be prohibited except as approved, in advance, in writing by the Architectural Control Committee.

2.7 Dumping. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste shall be kept or maintained on any part of said Property except in a sanitary container, approved in advance, in writing by the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

2.8 Noxious or Offensive Uses. No noxious or offensive or unsightly conditions shall be permitted on any part of said Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

A "nuisance" or "annoyance" is defined as anything which is injurious to the health or morals, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property,

or unlawfully obstructs the free passage or use in the customary manner of any common area, street, driveway, or adjoining property.

2.9 Parking Rights. Any automobile, pick-up, or other like vehicle used by any owner shall be parked in the driveway or garage which is part of the dwelling unit.

2.10 Electronic and Other Equipment. No television antenna, radio antenna, satellite dishes, microwave receivers, wind generators, solar collecting devices, or related types of equipment shall be installed on any lot or the exterior of any residence or structure located upon any lot without the prior written approval of the Architectural Control Committee, which approval may be withheld in said committee's sole and absolute discretion.

2.11 Unsafe or Hazardous Activities. No activity shall be conducted on or in any improvement located upon any lot which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said property; no open fire shall be lighted or permitted on the property except in a self-contained barbecue unit while attended and in use for cooking purposes or within a safe, well-designated interior fireplace. The Committee, in its sole discretion, shall determine what is or might be unsafe or hazardous.

2.12 Light, Sound and Odor. No light shall be emitted from any lot which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any lot which is unreasonably loud or annoying. No odor shall be emitted on any property which is noxious or offensive to others. The Committee, in its sole discretion, shall determine what constitutes a violation of this paragraph.

2.13 Maintenance of Landscaping. Each owner shall maintain the landscaping on the owner's respective lot, including trees and other landscaping, in a neat, clean and attractive condition. In the event that an owner should fail to do so, the Association shall have the right to enter upon such owner's lot and perform such maintenance, repair, or replacement as may be required at the sole cost and expense of the owner.

2.14 Basketball Backboards and Rims. No basketball backboards or basketball rims, with or without nets attached, shall be affixed or installed on the exterior of any residence or structure located upon any lot and the same shall only be installed or affixed upon a suitable metal pole upon prior approval, in writing, by the Architectural Control Committee.

ARTICLE IIIBuilding Restrictions

3.1 Building Restrictions. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling, containing a minimum of 1,400 square feet of interior living space (or in the case of a two-story or split-level dwelling, 1,100 square feet of living space for the first floor of such two-story or split-level dwelling), and a private garage for not less than two (2) nor more than four (4) vehicles. No dwelling unit shall be occupied by more than one (1) family.

3.2 Set-backs. No improvement may be constructed or maintained on a lot closer than twenty (20) feet from the front property line, twenty-five (25) feet from the rear property line, seven and one-half (7 1/2) feet from the interior side property lines, or fifteen (15) feet from an exterior side property line. Exception; where applicable front yard set-backs in Block 3 begin at the fifteen (15) foot easement line (as indicated on plat) giving a combined aggregate of thirty-five (35) feet of front yard set-back. This provision is only applicable to lots with depths greater than one hundred ten (110) feet, leaving a minimum of seventy-five (75) feet residual lot depth after the front yard set-back. Lots less than one hundred ten (110) feet will maintain the minimum seventy-five (75) foot minimum residual lot depth from the front yard set-back, and with no less than the standard twenty (20) foot set-back from the front property line. (All front yard set-backs on Block 3 shall be reviewed and approved by the Architectural Control Committee as provided in these covenants.)

3.3 Height Restrictions. No buildings shall be erected, altered, placed or permitted to remain on any lot which exceed thirty (30) feet in overall height, as measured from the highest point on the top of the foundation, except that no buildings other than single-story dwellings shall be constructed without approval of the Committee.

3.4 Detached Structures. No structure or above-ground improvements shall be permitted on any lot which are detached or separated from the principal structure unless located within a reasonably compact area adjacent to the principal structure and unless designed as a single visual element connected or related visually with the principal structure by fencing or other architectural features and in accordance with other requirements of these covenants and within the sole discretion of the Committee.

3.5 Moving of Buildings. No building or other structure shall be moved onto said real property from any location outside said property except a newly constructed, prefabricated structure

of a type and design approved in writing in advance by the Architectural Control Committee.

3.6 Size of Lot. All residential building sites subject to these covenants shall remain of the size and dimensions shown upon the recorded plat referenced herein, save and except where a change may be made in accordance with the provisions of these covenants and the law thereunto appertaining.

3.7 Building Materials. All buildings shall be of frame, stone, brick, or stucco construction and, if other than brick or stone, shall be finished and painted and kept in good repair. All buildings and improvements shall maintain the quality of workmanship and materials and be in harmony of external design with existing structures and shall be located in harmony with the topography and finish grade elevation of adjacent structures. All roofs shall have a minimum pitch of 5/12 with the exception of patio coverings on the rear of the home, and at least two (2) exterior lights for the garage door opening and one (1) exterior light for the front entry way(s).

3.8 Landscaping. Unless weather prohibits, within thirty (30) days after completion of a dwelling unit, the lot upon which said dwelling unit is located shall have in the front yard a rolled (sod) lawn, two (2) deciduous or confer trees at least two (2) inches in diameter as approved by the Architectural Control Committee.

3.9 Sewer Restrictions. All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building, and shall be connected by underground pipe to wetline sewer connection lines which have been provided to each lot. All recorded lots within this subdivision shall be subject to and restricted by the following covenants:

1. A monthly sewer charge must be paid for connecting to the Eagle Sewer District sewer system, according to the ordinances and laws of the City of Eagle.

2. The owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a subdivided lot is to be connected to the sewage system constructed and installed on and within the owner's property.

3. The applicant/owner of this subdivision or lot or lots therein shall and hereby does vest in the City of Eagle the right and power to bring all actions against the owner of the premises hereby conveyed or any part.

thereof for the collection of any charges herein required and to enforce the conditions herein stated.

3.10 Water Supply. Only the Declarants, or a corporation, association, company or governmental entity approved by the Declarants, may act in the capacity of a water company to furnish domestic water use on any building site. The owner may not, at any time, drill or excavate a well, and shall only use water from the central water system installed by the Declarants, or extensions and additions to the system which the Declarants, or the corporation, association, or company approved by the Declarants may install, unless Declarants, in their sole discretion, waive this requirement. Each owner understands and agrees that the Declarants, or corporation, association, or government entity established to furnish domestic water, will establish rates, by-laws, rules and regulations regarding delivery of water and the maintenance of the water system, and the owner agrees to be bound by the same.

3.11 Concrete Construction. All concrete flatwork constructed upon any lot, including but not limited to driveways and sidewalks, are subject to the prior written approval of the Architectural Control Committee.

ARTICLE IV

Fences and Hedges

4.1 Approval of Fences Required. No fences, hedges, or boundary walls situated upon a building site shall be constructed except upon prior written approval of the Architectural Control Committee as provided in these covenants.

4.2 No Chain-Link Fences. Chain-link fences are hereby prohibited on any residential lot except as required or allowed by the Declarants or a public agency to secure utility sites, irrigation or drainage facilities or other public uses as deemed necessary.

4.3 Subdivision Perimeter Fences. Declarants may, but are not required to construct a perimeter fence on one or more sides of the subdivision and that portion of any such fence on the perimeter of the lot where the same is situated shall be owned and maintained by the subsequent owners thereof in a state of good condition and repair. The perimeter fence will not be owned by the Declarants, nor shall said fence be subject to maintenance by the Declarants.

4.4 Design. Subject to dimension and location criteria which follow, all fences which are placed on any residential parcel shall be of cedar, redwood, wrought iron, brick, stone or such other construction or materials as may be authorized at the discretion of the Architectural Control Committee. Hedges or other solid screen

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planting may be used as lot line barriers subject to the same height restrictions as fences.

4.5 Height and Location. No fence or hedge situated anywhere upon any building site shall have a height greater than six (6) feet or such other heights as the Architectural Control Committee may specify, above the finished grade surface of the ground upon which such fence or hedge is situated. No fence or hedge shall be permitted in front of the plane of the front of any house or dwelling unit or structure without the prior written consent of the Architectural Control Committee.

4.6 Site Obstruction. No fence, hedge or shrub planting which obstructs the site lines and elevations between three (3) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same site-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

4.7 Spite Fences. The construction and maintenance of a spite fence or spite trees is prohibited upon any building site. The determination by the Declarants or Committee that any wall, fence, hedge or tree falls within the latter category shall be conclusive upon all parties.

ARTICLE V

Declarants' Repurchase Option

5.1 Electrical and Telephone Service. All lots shall be served by underground electrical and telephone lines. The services shall be installed in street or easement rights-of-way as platted. Each owner agrees to pay for costs and hook-up charges as established by the applicable electrical and telephone utility companies as a condition precedent to connecting thereto. The Declarants shall not be liable for the cost thereof, but may recover funds advanced, if any, to obtain preliminary installation.

5.2 Platted Easements. The Declarants reserve such easements as shown and noted on the plat for said subdivision for the purpose of constructing water mains, electric distribution lines, sewer lines, gas pipelines, and such other public utilities as may be necessary, convenient, and desirable for the owners of lots within the subdivision.

5.3 Drainage Easement. Each owner of any lot is hereby warned of the dangers presented by the open drain ditches of Drainage District No. 2 located along the east and south boundaries of Subdivision. Each owner of any lot of Subdivision hereby covenants and agrees by acceptance of a deed therefor to hold Association and Drainage District No. 2 harmless from any and all liability for damages or injuries to their children, guests or invitees caused by or occurring in or around said ditches.

(a) There shall be an exclusive twenty (20) foot drainage easement for Drainage District No. 2, and a public utilities and irrigation easement extending twenty (20) feet west from the east boundary of Lots 24 through 28 of Block 2 of Subdivision.

(b) There shall be an exclusive fifty (50) foot drainage easement for Drainage District No. 2 extending east from the west property line of Lots 19 and 20 of Block 2 of Subdivision and generally northeast from the south property line of Lots 8 through 18 of Block 2 of Subdivision.

(c) No buildings or trees of any kind shall be constructed, erected, planted, or located within the exclusive drainage easements set forth in this paragraph.

(d) The Association shall maintain, clean, and otherwise maintain the drainage pipeline located generally along the east boundary and south boundary of Subdivision should the same require maintenance.

ARTICLE VI

Declarants Repurchase Option

The conveyance hereby made is further made subject to the condition and agreement by which the owner agrees that, within a period of two (2) years following the date of delivery of any deed by Declarants conveying any plot, tract or lot, the construction of a dwelling house in compliance with the restrictions herein will be commenced upon the described real property. The term "construction will be commenced," as used herein, shall require actual physical construction activities upon such dwelling house or structure upon said real property. In the event that the owner shall fail or refuse to commence construction of such dwelling house or structure within said two (2) year period, the Declarants shall have the discretionary option, but not the duty, to repurchase the above-described real property from the owner or owners thereof at a repurchase price equal to the purchase price paid to the Declarants, less an amount equal to ten percent (10%) thereof. In the event that the Declarants shall exercise their discretionary option to repurchase said real property, the owner or owners of said real property shall, upon tender of payment of said repurchase price, make, execute and deliver to the Declarants a good and

sufficient deed reconveying to the Declarants the above-described real property. This provision shall be binding upon all persons who may, at any time hereafter, own or claim any right, title or interest in and to said real property, whether acquired by voluntary act or through operation of law.

ARTICLE VII

Prosecution of Construction Work

The construction of the dwelling house and structures shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such dwelling house and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, installing yard turf and landscaping, no later than eight (8) months from the date of commencement of construction, unless prevented by causes beyond the control of the owner and only for such time that such cause continues.

ARTICLE VIII

Architectural Control

8.1 Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. No dwelling, fence, building, garage or other structure shall be built, erected or placed, materially altered or materially repaired which shall alter the surface colors or texture of any unit or portion thereof unless and until plans, specifications, and color scheme have been reviewed in advance by the Committee and the same has been approved in writing, conditionally or otherwise. The requirements as to design and color shall apply only to the exterior appearance of said improvements, it not being the intent of these restrictions to control interior repair or alteration, with the exception of alteration of a garage or carport into a living area.

8.2 Approval of Construction. Plans of all structures to be erected on any lot must be submitted to and approved by the Architectural Control Committee. Complete plans and specifications of all proposed buildings and structures, together with a detailed plan showing the proposed location on a particular lot, shall be submitted to the Architectural Control Committee before any construction or alteration is commenced, and such construction or alteration shall not be commenced until written approval therefore is given by the Committee.

8.3 Architectural Control Committee Discretion. As to all improvements, construction, and alteration upon any lot, the Committee shall have the right to refuse or approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing on such design, plan or color, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed building or of the structure, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Committee may also consider whether the proposed structure and design shall be in harmony with the surroundings, the effect of the building or of the structure or alterations therein as planned when viewed from adjacent or neighboring property, and any and all other facts which, in the Committee's opinion, shall effect the desirability of such proposed structure, improvement or alteration. Actual construction shall comply substantially with the plans and specifications as approved. In the event that the Architectural Control Committee does not act on any such proposal within thirty (30) days after complete plans and specifications have been submitted to it, said proposal shall be deemed approved.

8.4 Members of Committee. The Architectural Control Committee shall be initially comprised of Bill Hammonds, Ron D. Leslie and James F. Moore. All requests for approval of matters upon which the Architectural Control Committee has authority to act shall be submitted in writing to Bill Hammonds, 3428 Tasa, Meridian, Idaho 83642. Each of said persons shall continue to serve on the Architectural Control Committee until such time as he has resigned or his successor has been appointed, as provided herein. The Committee shall consist of not less than two (2) nor more than five (5) members.

8.5 Right of Appointment and Removal. As long as the Declarants shall be the owners of at least six (6) lots in the subdivision, the Declarants shall have the right to appoint and remove all members of the Architectural Control Committee. Thereafter, the Board of Directors of the Association shall have the right to appoint and remove all members of the Committee.

8.6 Compensation of Committee Members. The members of the Architectural Control Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, which reimbursement shall be made by the Association.

8.7 Non-liability of Committee Members. Neither the Architectural Control Committee, nor any member thereof, nor its duly authorized committee representative, shall be liable to the

Association, or to any owner or grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee or member thereof.

ARTICLE IX

Edgewood Estates Homeowner's Assoc., Inc.

9.1 Organization of Association. Edgewood Estates Homeowner's Assoc., Inc., ("Association") shall be organized by Declarants as an Idaho Corporation, under the provision of the Idaho Code relating to non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, By-Laws and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

9.2 Membership. Each owner, including Grantees and Declarants, of a lot by virtue of being such an owner, and for so long as such ownership is maintained, shall be a member of the Association, and no owner shall have more than one membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor in interest of the owner, and all membership in the Association shall be appurtenant to being a lot owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said lot and then only to the transferee of title to said lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Common Area lot shall not have membership nor voting rights.

9.3 Voting. The Association will have two (2) classes of voting memberships.

9.3.1 Class A Membership. Class A members shall be the owners, with the exception of the Declarants, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot.

9.3.2 Class B Membership. The Class B members shall be the Declarants. Upon the first sale of a lot to an owner, the Declarants shall thereupon be entitled to six (6) votes for each lot of which Declarants are the owners. The Class B Membership shall cease and be

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converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When sixty-five percent (65%) of the lots in the subdivision are deeded to homeowners;
or

(b) On January 1, 1998.

9.4 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the directors may elect or appoint in accordance with the Articles and By-Laws, as the same may be amended from time to time. The initial Board of Directors of the Association shall be appointed by the incorporators or their successors and shall hold office until the first annual meeting at which time a new Board of Directors shall be elected in accordance with the provisions set forth in the By-Laws.

9.5 Powers of the Association. The Association shall have all of the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the proper management and operation of the Common Area and the performance of the other responsibilities herein assigned, including, without limitation:

(a) Assessments. The power to levy assessments (annual, special and limited) on the owners of lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

(b) Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or in behalf of any owner or owners who consent thereto, to commence and maintain actions and suits, to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

(c) Delegation of Powers. The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by

the manager of any such duty or power so delegated.

(d) Association Rules. The power to adopt, amend and repeal by majority vote of the Board, such rules and regulations as the Association deems reasonable. The Association rules shall govern the use of the Common Area by the owners, families of an owner, or by an invitee, licensee, lessees, or contract purchaser of an owner; provided, however, that the Association rules may not discriminate among owners upon the grounds of race, creed, sex, age, or national origin unlawfully and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be posted in a conspicuous place within the Common Area. Upon such mailing or delivery and posting, said Association rules shall have the same force and effect as if they were set forth herein and were a part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles or By-Laws, the provisions of the Association rules shall be superseded by the provisions of this Declaration, the Articles or the By-Laws to the extend of any such inconsistency.

(e) Emergency Powers. The Association or any person authorized by the Association may enter upon any lot in the event of an emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the owners as practicable and any damage caused thereby shall be repaired by the Association.

(f) Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance or preservation of the health, safety, convenience and welfare of the owners. The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the individuals executing this Declaration, on behalf of the Declarants, and their issue who are in being as of the date hereof.

9.6 Duties of the Association. In addition to power delegated to it by the Articles, without limiting the generality thereof, the Association or its agents, if any, shall have the

obligation to conduct all business affairs of common interest to all owners, and to perform each of the following duties:

(a) Operation and Maintenance of Common Area. Operate, maintain or otherwise manage or provide for the operation, maintenance and management of the Common Area including the repair and replacement of the property damaged or destroyed by casualty loss and all other property acquired by the Association. Provided, however, that the Common Area cannot be mortgaged or conveyed without the consent of not less than two-thirds (2/3) of the lot owners within the Subdivision, excluding the Declarants.

(b) Landscape Easements. To direct and control the management of the landscape easements established or otherwise acquired in favor of the Association including the repair and replacement of property damaged or destroyed by casualty or loss.

(c) Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area owned and managed by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

(d) Water and Other Utilities. Acquire, provide and/or pay for water, electrical and other necessary services for the Common Area and other property owned or managed by it.

(e) Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect policies of insurance on any improvements, equipment and fixtures owned and managed by the Association and comprehensive public liability insurance insuring the Board, the Association, the Declarants and the individual owners and agents and employees of each against any liability incident to the ownership and/or use of the Common Area or other property owned or managed by the Association, directors and officers liability insurance and such other insurance to the extent necessary to comply with all applicable laws as the Board shall deem necessary or required to carry

out the Association functions or to insure the Association against any loss from malfeasance or dishonesty or any employee or other person charged with the management or possession of any Association funds or other property. Insurance premiums shall be deemed a common expense to be included in the annual assessments levied by the Association.

(f) Rule Making. Make, establish, promulgate, amend and repeal the Association rules.

(g) Architectural Committee. Appoint and remove members of the Architectural Control Committee, subject to the provisions of this Declaration.

(h) Drainage Systems. Operate, maintain, and repair all drainage systems located within the property and shown on the plat which are not maintained by public authorities. The Association may replace Drainage District No. 2's drainage system only upon the prior written consent of the District.

9.7 Personal Liability. No member of the Board, nor any committee of the Association, nor any officer of the Association, nor the Declarants, nor the manager, if any, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Declarants or the Committee, or any other committee, or any officer of the Association, or the Declarants, provided that such person has, upon the basis of such information, as may be possessed by him, acted in good faith without willful or intentional misconduct.

Any and all liability of Declarants shall pass to the Association at such time as sixty-five percent (65%) of the ownership of the lots of Subdivision have been transferred by Declarants and Association shall assume and pay and shall hold Declarants harmless from and for all liability occurring within or arising from Subdivision.

ARTICLE X

Covenant for Maintenance Assessments

10.1 Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each lot owned within the properties, hereby covenant and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual regular assessments or charges, and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and
- (c) Limited assessments as hereinafter provided.

The annual, special and limited assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, penalties, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Liens become effective against the property assessed when the Association causes to be recorded with the Ada County Recorder a Notice of Assessment which shall state the amount of such assessment and other charges thereon as authorized by these Declarations, a description of the lot against which the same has been assessed, and the name of the record owner thereof. Such notice shall be signed by an authorized representative of the Association or as otherwise authorized by these Declarations. Upon payment of said assessment and charges with which such notice has been so recorded, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien thereof.

Unless sooner satisfied and released or the enforcement thereof initiated as hereafter provided, such lien shall expire and be of no further force and effect one (1) year from the date of recordation of said Notice of Assessment; provided, however, that the said one (1) year period may be extended by the Association for not to exceed one (1) additional year by recording a written extension thereof.

Such lien may be enforced by sale by the Association, its attorney, or other person authorized to make the sale, after failure of the owner to pay such assessment according to its terms, such sale to be conducted in the manner permitted by law for the exercise of powers of sale in deeds of trust or any other manner permitted by law. Association shall have the power to purchase the said lot at foreclosure sale and to hold, lease, encumber and convey the same.

10.2 Purpose of Assessments.

- (a) Regular Assessments. The regular assessments levied by the Association shall be used exclusively to promote

the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

(b) Special Assessments for Capital Improvements. In addition to the annual regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Limited Assessments. Limited assessments may be levied against any owner in an amount equal to the cost and expenses incurred by the Association, including legal, accounting or other professional fees, for corrective action necessitated by such owner, including without limitation, costs and expenses incurred for the repair and replacement of the Common Area or other property owned or maintained by the Association, damage by negligent or willful acts of an owner or occupant of a lot who is occupying the lot with the consent of such owner, or for maintenance of landscaping performed by the Association which has not been performed by the owner as provided herein.

10.3 Maximum Annual Assessment. Until January 1 of the year in which the first regular assessment commences pursuant to Section 10.6 herein, the maximum regular assessment shall be \$120.00 per lot, or \$10.00 per month.

(a) From and after January 1 of the year immediately following the first annual assessment, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership of the Association as provided below.

(b) From and after January 1 of the year immediately following the first annual assessment, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the owners who are voting in person or by proxy, at a meeting duly called for this purpose; where at least sixty percent (60%) do not attend, a second meeting may be called with the same notice requirements and the quorum shall be reduced to thirty percent (30%) for the second meeting.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

10.4 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 10.2(b), and 10.3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

10.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or quarterly basis; provided, however, that during the time there is a Class B member, such Class B member's obligation shall be limited to payment of all expenses of the Association from the inception of the subdivision until regular assessments commence as set forth in Paragraph 10.6 herein. The Class B members shall have no further obligation for assessments until a lot is conveyed to an owner other than the Declarants, at which time assessments shall commence for the lot conveyed.

10.6 Date of Commencement of Annual Assessments - Due Dates. The annual regular assessments provided for herein shall commence as to all lots on the first day of the seventh (7th) month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

10.7 Non-payment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided

for herein by non-use of the Common Area or abandonment of the owner's lot.

10.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XI

Mortgagee Protection

Notwithstanding anything to the contrary contained in this Declaration, or in the Articles and By-Laws of the Association:

11.1 Reserve Fund. The Association shall maintain an adequate and separate reserve or trust fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, the payment of any taxes and insurance, and such reserve shall be funded by at least quarterly assessments.

11.2 Examination of Books and Records. The holders of first mortgages shall have the right to examine the books and records of the Association and to obtain annual reports or other appropriate financial data.

11.3 Management Agreements. Any management agreement for the properties or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the Association for cause upon thirty (30) days written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

11.4 Subordination of Lien. Any lien which the Association may have on any dwelling unit for the payment of assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any mortgage on the unit recorded prior to the date notice of such assessment lien is duly recorded.

11.5 Restrictions on Association. Unless all institutional holders of first mortgages have given their prior written approval, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the owners. The granting

of easements for public utilities or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner.

(c) By act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to the architectural design or the exterior appearance of dwelling units, and the maintenance of Common Area property, party walks, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

(d) Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement costs.

(e) Use hazard insurance proceeds for losses to any Common Area property for purposes other than the repair, replacement or reconstruction of such Common Area property.

(f) Amend materially this Declaration, or the Association's Articles of Incorporation, or its By-Laws.

(g) Terminate professional management and assume self-management of the properties.

ARTICLE XII

General Provisions

12.1 Governmental Regulations. Approval by the City of Eagle or any other governmental entity vested with the responsibility of reviewing planning and zoning having jurisdiction over this Subdivision, of any application made by any owner which is in conflict with any covenants, conditions or restrictions of this Declaration shall in no way affect or invalidate this Declaration, but this Declaration shall remain in full force and effect, and subject to enforcement and remedies for violation hereof. In the event that a conflict between any provision of these Restrictive Covenants and zoning or building code requirements of the City of Eagle or any other governmental entity having jurisdiction over this Subdivision, the more restrictive or limiting requirement shall be followed.

12.2 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.3 Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. This Declaration may be amended during the first twenty (20) years only in writing signed by eighty-five percent (85%) of the owners, which must be recorded and delivered to all mortgagees.

12.4 No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarants, or their successors and assigns, in selling said property or any part thereof, shall be deemed to vest or reserve in Declarants any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof, except as set forth in Article VI on page 11 of this Declaration.

12.5 Benefit of Provisions - Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarants and the owner and owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declarants or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

12.6 Assignment by Declarants. Any or all rights, power and reservations of Declarants herein contained may be assigned to any other corporation or association which is now organized or which may hereafter be organized, and which will assume the duties of the Declarants hereunder pertaining to the particular rights, power and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarants herein. All rights of Declarants hereunder reserved or created shall be held and exercised by the Declarants alone, so long as Declarants own any interest in any portion of said property.

12.7 Amendment. This Declaration of Restrictive and Protective Covenants may be amended by written instrument duly

notarized and recorded containing the signatures of not less than two-thirds (2/3) of the lot owners within the subdivision.

12.8 HUD/VA Approval. As long as there is Class B membership, prior approval shall be required from HUD/VA to dedicate Common Area, and to amend this Declaration of Covenants, Conditions and Restrictions.

12.9 Severability. Should any portion or portions of these Declarations be determined to be unlawful or illegal in any way by any court, court order, judgment or tribunal, said portion or portions shall be severable from these Declarations and shall in no way affect the legality or enforceability of any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarants herein, have hereunto set their hand and seal this 2nd day of July, 1993.

[Signature]
RON D. LESLIE
[Signature]
JAMES F. MOORE, JR.

STATE OF _____)

State of California

County of Santa Cruz

} SS.

Title or Type of Document: Declaration of Covenants
Number of Pages _____ Date of Document _____
Signer(s) Other than named below _____

On 7-2-93 before me, Julie Berry
Notary Public, personally appeared James F. Moore, Jr. and Ron D. Leslie

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

